EXHIBIT 3

Initial Agreement

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Dated as of February 12, 1997

by and between

BELL ATLANTIC - VIRGINIA, INC.

and

COX FIBERNET COMMERCIAL SERVICES, INC.
and
COX FIBERNET ACCESS SERVICES, INC.

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the 12th day of February (the "Effective Date"), by and between Bell Atlantic-Virginia, Inc. ("BA"), a Virginia corporation with offices at 600 East Main Street, Richmond, Virginia 23261, and Cox Fibernet Commercial Services, Inc. and Cox Fibernet Access Services, Inc., (individually and collectively "Cox"), each a Virginia corporation with offices at 225 Clearfield Avenue, Virginia Beach, Virginia 23462.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services, Switched Exchange Access Services, and other Telecommunications Services (all as defined below) to their respective customers;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein; and

WHEREAS, Sections 251, 252, and 271 of the Telecommunications Act of 1996 have specific requirements for interconnection, unbundling, and service resale, and the Parties intend that this Agreement meet those requirements.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cox and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which BA and Cox (individually, a "Party" and collectively, the "Parties") will offer and provide to each other network Interconnection, access to Network Elements, ancillary services, and wholesale Telecommunications Services available for resale within each LATA in which they both operate within Virginia. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Virginia State Corporation Commission, and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement. So long as the Agreement remains in effect, neither Party shall advocate before any legislative, regulatory, or other public forum that any term of this Agreement be modified or eliminated, unless mutually agreed to by the Parties. Notwithstanding this mutual commitment, except as noted below, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum, including proceedings which may affect the terms of this Agreement under the terms of Section 28 hereof. Moreover, neither Party shall in any public or private forum, except as noted below, represent that the other Party's acceptance of any particular term hereof relates in any way to the proper outcome of any rulemaking proceedings

under Sections 251 and 252 of the Act now underway or hereafter to be conducted by the Federal Communications Commission or the Virginia State Corporation Commission. The exception to the preceding two statements is that Cox shall not represent in any public or private forum that this Agreement fails to meet the requirements of Sections 251, 252, or 271 of the Act.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 Kbps from the Customer.

1.3 "Agreement" means this Interconnection Agreement under Sections 251 and 252 of the Act and all Exhibits and Schedules appended hereto.

1.4 "Ancillary Traffic," means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: LSV/VCI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and information services requiring special billing.

1.5 "Applicable Laws" means all laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

1.6 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.7 "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.8 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.

1.9 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" or "End Office" is a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Switch" or "Tandem Office" or "Tandem" is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.10 "CLASS Features" means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification, and future offerings.

1.11 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in equipment necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis that has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to a Housing Party Wire Center, other mutually agreed-upon locations of the Housing Party, or any other location for which Collocation has been ordered by the FCC or Commission. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party's premises. BA currently provides Collocation under terms, rates, and conditions as described in tariffs on file or soon to be filed with the FCC and the Commission. Upon request by either Party, BA and Cox will address the provision of additional types of Collocation arrangements, including additional physical locations and alternative utilization of space and facilities.

1.12 "Commission" means the Virginia State Corporation Commission.

1.13 "Common Channel Signaling" or "CCS" means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). BA and Cox currently utilize this out-of-band signaling protocol. "CCSAC" or "CCSAS" means the common channel signaling access connection or service, respectively, which connects one Party's signaling point of interconnection ("SPOI") to the other Party's STP for the exchange of SS7 messages.

1.14 "Competitive Local Exchange Carrier" or "CLEC" means any Local Exchange Carrier other than BA, operating as such in BA's certificated territory in Virginia. Cox is a CLEC.

1.15 "Cross Connection" means a jumper cable or similar connection provided pursuant to Collocation at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.16 "Customer" means a third-party residence or business end-user subscriber to Telecommunications Services provided by either of the Parties.

1.17 "Dialing Parity" is defined in the Act and means that a person that is not an affiliate of a local exchange carrier is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

1.18 "Digital Signal Level 0" or "DS-0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.19 "Digital Signal Level 1" or "DS-1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.20 "Digital Signal Level 3" or "DS-3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.21 "Electronic File Transfer" refers to any system or process which utilizes an electronic format and protocol to send and/or receive data files.

1.22 "Exchange Access" is defined in the Act and means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

1.23 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement, and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. ("Bellcore") document that defines industry standards for Exchange Message Records.

1.24 "FCC" means the Federal Communications Commission.

1.25 "FCC Regulations" means the amendments to Title 47 of the Code of Federal Regulations adopted in, and the additional requirements of, the First Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service Providers, CC Docket Nos. 96-98 and 95-185, adopted on August 1, 1996 and released on August 8, 1996, and the Second Report and Order and Memorandum Opinion and Order, CC Docket Nos. 96-98, 95-185, and 92-237, adopted and released on August 8, 1996, as each may be amended, stayed, voided, repealed, or supplemented from time to time.

1.26 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to 784 kbps simultaneously in both directions on a two-wire channel using a 2 Binary / 1 Quartenary ("2B1Q") line code.

1.27 "Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within the Commonwealth of Virginia, is an Incumbent Local Exchange Carrier.

1.28 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 540, 550, 556, 846, 936, and 970).

1.29 "Initial Billing Company" or "IBC" refers to the LEC/CLEC which provides Feature Group B or D services at an End Office.

1.30 "Inside Wire" or "Inside Wiring" means all wire, cable, terminals, hardware, and other equipment or materials on the Customer's side of the Rate Demarcation Point.

1.31 "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS-1 level that is twenty-four (24) loop transmission paths combined into a 1.544 Mbps digital signal.

1.32 "Integrated Services Digital Network" or "ISDN" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty three (23) 64 Kbps bearer channels and one (1) 64 Kbps data and signaling channel (23 B+D).

1.33 "Interconnection" is as Described in the Act, and means the connection of separate pieces of equipment or transmission facilities within, between, or among networks. The architecture of Interconnection may include, but is not limited to, Collocation Arrangements, entrance facilities, and Mid-Span Meet arrangements.

1.34 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.35 "Interim Number Portability" or "INP" means the use of existing and available call routing, forwarding, and addressing capabilities (e.g. remote call forwarding) to enable a Customer to receive Telephone Exchange Service provided by any Local Exchange Carrier operating within the Rate Center Area with which the Customer's telephone number(s) is associated, without having to change the telephone number presently assigned to the Customer and regardless of whether the Customer's chosen Local Exchange Carrier is the carrier that originally assigned the number to the Customer.

1.36 "InterLATA" is defined in the Act and means Telecommunications between a point located in a local access and transport area and a point located outside such area.

1.37 "IntraLATA Toll Traffic" means those intraLATA calls that are not defined as Local Traffic in this Agreement.

1.38 "Line Information Database" or "LIDB" is a database that stores calling card validation information and billed number screening information.

1.39 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling including that for basic rate ISDN service.

1.40 "Line Status Verification" or "LSV" means an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.41 "Local Access and Transport Area" or "LATA" is defined in the Act and means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

1.42 "Local Exchange Carrier" or "LEC" is defined in the Act and means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term. The Parties to this Agreement are Local Exchange Carriers.

1.43 "Local Serving Wire Center" means a Wire Center that (i) serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of

presence is located, or any Wire Center in the LATA in which the other Party's Wire Center, aggregation point, point of termination or point of presence is located in which the other Party has established a Collocation Arrangement or is purchasing an entrance facility, and (ii) has the necessary multiplexing capabilities for providing transport services.

1.44 "Local Telephone Number Portability" or "LTNP" shall mean the ability of end users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.45 "Local Traffic," means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network, within a given local calling area, or expanded area service ("EAS") area, as defined in BA's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission.

1.46 "Main Distribution Frame" or "MDF" means the primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center.

1.47 "MECAB" means the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.48 "MECOD" means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.49 "Meet-Point Billing" or "MPB" means an arrangement whereby two or more LECs jointly provide to a third party the transport element of a Switched Exchange Access Service to one of the LECs' End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs. "Meet-Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

1.50 "Mid-Span Meet" means an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed-upon Interconnection point utilizing a fiber hand-off and, at the delivering carrier's option, may interface with such carrier's collocated equipment to gain access to unbundled elements.

1.51 "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" means the MPB method whereby each LEC prepares and renders its own meet point bill in accordance with its own Tariff(s) for the portion of the jointly-provided Switched Exchange Access Service which the LEC provides.

1.52 "Network Element" is defined in the Act and means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

1.53 "Network Element Bona Fide Request" means the process described on Exhibit B that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.54 "Network Interface Device" or "NID" means an interface terminating a telecommunications network on the property where the Customer's service is located at a point determined by the telecommunications carrier. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to the telecommunications carrier's network.

1.55 "Network Interface Unit" or "NIU" means an interface device capable of separating video, voice, and/or data communications.

1.56 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.57 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.58 "Number Portability" is defined in the Act and means the ability of end users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.59 "NXX," "NXX Code," or "End Office Code" means the three digit switch entity indicator (i.e. the first three digits of a seven digit telephone number).

1.60 "Permanent Number Portability" or "PNP" means the use of a database or other technical solution that comports with regulations issued by the FCC to provide LTNP for all customers and service providers.

1.61 "Port Element" or "Port" is an access point on a network subsystem, which may be a switching subsystem, an STP, an SCP, or other network equipment, which provides use of the subsystem's features and functions. Ports may be line side, trunk side, or peripheral interface points and may convey information in analog or digital formats.

1.62 "Rate Center Area" or "Exchange Area" means the specific geographic point and corresponding geographic area which has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A "Rate Center Point" is a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.63 "Rate Demarcation Point" means the Minimum Point of Entry ("MPOE") of the property or premises where the Customer's service is located as determined by BA. This point is where network access recurring charges and BA responsibility stop and beyond which Customer responsibility begins.

1.64 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.65 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangement set forth in subsection 5.7 below.

1.66 "Service Control Point" or "SCP" means the node in the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.67 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.68 "Subsequent Billing Company" or "SBC" refers to the LEC/CLEC which provides a segment of transport or switching services in connection with Feature Group B or D Switched Access Service. For purposes of this Agreement, the Tandem operator is the SBC.

1.69 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.70 "Switched Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access, and 900 access.

1.71 "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.72 "Switching Element" is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user customer(s). The Switching Element will be provisioned with a Port Element, which provides line side access to the Switching Element.

1.73 "Sychronous Optical Network" or "SONET" is an optical interface standard that allows interworking of transmission products from multiple venders (i.e., mid-span meets). The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are multiples of the base rate, up to 13.22 Gbps.

1.74 "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.75 "Telecommunications" is defined in the Act and means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

1.76 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.77 "Telecommunications Carrier" is defined in the Act and means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act).

1.78 "Telecommunications Service" is defined in the Act and means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.79 "Telephone Exchange Service," sometimes also referred to as "Exchange Service," is defined in the Act and means (i) service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (ii) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service. Telephone Exchange Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations served by the public switched telecommunications network.

1.80 "Telephone Toll Service" is defined in the Act and means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

1.81 "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Local Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

1.82 "Transit Traffic" means any traffic that originates from or terminates at Cox's network, "transits" BA's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be.

1.83 "Transit Traffic Service" provides Cox with the ability to use its connection to a BA Tandem for the delivery of calls which originate or terminate with Cox and terminate to or originate from a carrier other than BA, such as another CLEC, a LEC other than BA, or a wireless carrier. In these cases, neither the originating nor terminating Customer is a Customer of BA. This service is provided through BA's Tandems. "Transit Traffic" and "Transit Traffic Service" do not include or apply to traffic that is subject to an effective Meet-Point Billing arrangement.

1.84 "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g. another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.85 "Unbundled Local Loop Element" or "ULL" means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in the Customer's serving End Office to the Rate Demarcation Point (or network interface device (NID) if

installed) in or at a Customer's premises. The actual loop transmission facilities used to provide an ULL may utilize any of several technologies.

1.86 "Verification with Call Interruption" or "VCI" means a service that may be requested and provided when Line Status Verification has determined that a line is busy due to an ongoing call. VCI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.87 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 Kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.88 "Wire Center" means a building or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Services and is a location wherein trunks and exchange circuits which serve a defined geographic area converge. A Wire Center may consist of one or more switching offices. It is used as a point of interconnection as specified in FCC Docket No. 91-141, and rules adopted pursuant thereto.

2.0 INTERPRETATION AND CONSTRUCTION.

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 Subject to the terms set forth in Section 20 regarding rates and charges, each Party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2. The Parties agree to give notice of all proposed tariff changes pursuant to Commission rules and orders.

3.0 INTERCONNECTION ACTIVATION DATES AND IMPLEMENTATION SCHEDULE.

Subject to the terms and conditions of this Agreement, each Party shall exercise its best efforts to adhere to the Interconnection Activation Dates and Network Implementation Schedule set forth in Schedule 3.0, and to provide fully operational service predominantly over its own Telephone Exchange Service facilities to business and residential Customers as soon as reasonably practicable following the achievement of the milestones in said Schedule for each listed LATA in Virginia. Schedule 3.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the intention of the Parties to interconnect in additional LATAs pursuant to subsection 4.4 by attaching one or more supplementary schedules to Schedule 3.0. The Parties agree that the performance of the terms of this Agreement will satisfy BA's obligation to provide Interconnection under Section 251 of the Act, and the requirements of the Competitive Checklist, under Section 271 of the Act. Cox represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Transit Traffic, Meet Point Billing Traffic, and Ancillary Traffic. Subject to the terms and conditions of this Agreement, Interconnection of the Parties facilities and equipment for the transmission and routing of Local Traffic and Toll Traffic pursuant to this Section 4 shall be established on or before the corresponding "Interconnection Activation Date" shown for each such LATA within Virginia on Schedule 3.0 and in accordance with the standards set forth in subsection 10.2. Both Schedule 3.0 and Schedule 4.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect additional or changed Interconnection Points in Virginia by attaching one or more supplementary addenda to such Schedule.

4.1 Scope

4.1.1 Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

> Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Transit Traffic, translated LEC IntraLATA 800/888 traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 4.2.8 below, InterLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5 below;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA 800/888 traffic, between Cox Telephone Exchange Service customers and purchasers of Switched Exchange Access Service via a BA Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6 below;

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7 below;

LSV/VCI Trunks for the transmission and routing of terminating LSV/VCI traffic, in accordance with Section 7 below;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7 below;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with subsection 19.4 below; and

Operator services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with subsection 19.4 below.

Choke Trunks for traffic congestion and testing.

4.1.2 To the extent required by Section 251 of the Act, this Agreement provides for Interconnection to each other's networks at any technically feasible point. For the purposes of this Agreement, the Parties agree that Interconnection for the transport and termination of traffic may take place at a terminating End Office, a Tandem, a Local Serving Wire Center, any mutually agreed-upon Mid-Span Meet arrangement as provided in Section 4.3 below, and/or other points as specified herein. For purposes of Interconnection, if either Party delivers traffic to the other Party's End Office or Tandem point of Interconnection other than the terminating End Office or Tandem subtended by the terminating End Office, then such point of Interconnection shall be deemed to be a Local Serving Wire Center. In such instances and whenever either Party utilizes a Local Serving Wire Center as point of Interconnection, that Party shall designate that such traffic be transported via a separate trunk group to the other Party's Tandem that is subtended by the applicable terminating End Office. In such cases, the other Party's Tandem subtended by the terminating End Office will serve as that Party's IP (as defined below).

4.1.3 The Parties shall establish interconnection points (collectively, the "Interconnection Points" or "IPs") at the available locations designated in Schedule 4.0. The mutually agreed-upon IPs on the Cox network at which Cox will provide transport and termination of traffic shall be designated as the Cox Interconnection Points ("Cox-IPs") and shall be either a Cox terminating End Office or Tandem; the mutually agreed-upon IPs on the BA

network shall be designated as the BA Interconnection Points ("BA-IPs") and shall be either a BA terminating End Office or Tandem. IPs may be accessed from the points specified in subsection 4.1.2. above.

4.1.4 In recognition of the large number and variety of BA-IPs available for use by Cox, Cox's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of Cox-IPs available to BA to select from for similar purposes, and as an express condition of BA's making its LSWCs available to Cox as points of Interconnection pursuant to subsection 4.1.2 above, Cox shall charge BA no more than Cox's Tariffed non-distance sensitive entrance facility charge for the transport of traffic from a BA-IP to a Cox-IP in any given LATA if Cox does not offer BA a geographically relevant Cox-IP. The Parties may by mutual agreement establish additional Interconnection Points at any technically feasible points consistent with the Act.

4.1.5 The Parties shall configure separate trunk groups (as described in subsection 4.1.1 above) for traffic from Cox to BA, and for traffic from BA to Cox, respectively; however, the trunk groups shall be equipped as two-way trunks for testing purposes. As provided in Section 10 below, the Parties agree to consider as part of the Joint Process the feasibility of installing, or if already installed, combining any of the separate trunk groups into a single two-way trunk group.

4.2 Physical Architectures

4.2.1 In each LATA identified in Schedule 4.0, the Parties shall utilize the Cox-IP(s) and BA-IP(s) designated in such Schedule as the points from which each Party will provide the transport and termination of traffic.

4.2.2 Cox shall have the sole right and discretion to specify any of the following methods for interconnection at any of the BA-IPs:

(a) a Physical or Virtual Collocation facility Cox establishes at the BA-IP;

(b) a Physical or Virtual Collocation facility established separately at the BA-IP by a third party with whom Cox has contracted for such purposes; and/or

(c) an entrance facility and transport (where applicable) leased from BA (and any necessary multiplexing), where such facility extends to the BA-IP from a mutually agreed to point on Cox's network.

4.2.3 Cox shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a BA-IP pursuant to Section 13. BA (or BA and a third carrier in the case of Transit and/or Meet Point Billing Traffic) shall provide the transport and termination of the traffic beyond the BA-IP.

4.2.4 Cox may order from BA any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.5 BA shall have the sole right and discretion to specify any one of the following methods for Interconnection at any of the Cox-IPs:

(a) upon reasonable notice to Cox, a Physical or Virtual Collocation facility BA establishes at the Cox-IP;

(b) a Physical or Virtual Collocation facility established separately at the Cox-IP by a third party with whom BA has contracted for such purposes; and/or

(c) an entrance facility leased from Cox (and any necessary multiplexing), where such facility extends to the Cox-IP from a mutually agreed upon point on BA's network.

4.2.6 BA shall provide its own facilities for the delivery of traffic to any Collocation arrangement it establishes at an Cox-IP pursuant to Section 13. Cox (or Cox and a third carrier in the case of Transit and/or Meet Point Billing Traffic) shall provide the transport and termination of the traffic beyond the Cox-IP.

4.2.7 BA may order from Cox any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.8 Under any of the architectures described in this subsection 4.2, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 below and pursuant to the other Party's Switched Exchange Access Service tariffs. The other Party's Switched Exchange Access Service rates shall apply to such Traffic.

4.3 Mid-Span Meets.

4.3.1 In addition to the foregoing methods of Interconnection, the Parties may agree, at either Party's request at any time, to establish (i) a Mid-Span Meet arrangement in accordance with the terms of this subsection 4.3 that utilizes either wireless or wireline transmission facilities, or a combination of both, or (ii) a SONET backbone with an electrical interface at the DS-3 level where and on the same terms BA offers such SONET services to other carriers. In the event the Parties agree to adopt a Mid-Span Meet arrangement that utilizes both wireless and wireline facilities, Cox agrees to bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate a wireless to wireline meet up to and including the optical to electrical multiplexer necessary to effect a fiber hand-off to BA.

4.3.2 The establishment of any Mid-Span Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Meet arrangement. Any Mid-Span Meet arrangement requested at a third-party premises is expressly conditioned on the Parties' having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period.

4.3.3 Mid-Span Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Meet, and only where facilities are available. Any agreement to access unbundled Network Elements via a Mid-Span Meet arrangement shall be conditioned on the resolution of the technical and other issues described in this subsection 4.3, resolution by the joint operations team of additional issues (such as inventory and testing procedures unique to the provision of unbundled Network Elements via a Mid-Span Meet), and, as necessary, completion of a joint operational and technical test. In addition, access to unbundled Network Elements via a Mid-Span Meet arrangement for access to such Elements, shall be limited to that which is required by the FCC Regulations, and shall be subject to full compensation of all relevant costs (as defined in the FCC Regulations) by the requesting Party to the other Party.

4.4 Interconnection in Additional LATAs

4.4.1 If Cox determines to offer Telephone Exchange Services in any LATA not listed in Schedule 3.0 in which BA also offers Telephone Exchange Services, Cox shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.4.2 The notice provided in subsection 4.4.1 shall include (i) the initial Routing Point Cox has designated in the new LATA; (ii) Cox's requested Interconnection Activation Date (and related milestone dates in accordance with the format in Schedule 3.0); and (iii) a non-binding forecast of Cox's trunking requirements.

4.4.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) Cox has identified as its initial Routing Point(s) in the LATA as the Cox-IP(s) in that LATA and shall designate mutually agreed upon BA Local Serving Wire Center(s) that houses a Tandem Office within the LATA nearest to the Cox-IP (as measured in airline miles utilizing the V&H coordinates method) as the BA-IP(s) in that LATA, provided that, for the purpose of charging for the transport of traffic from the BA-IP to the Cox-IP, the Cox-IP shall be no further than an entrance facility away from the BA-IP.

4.4.4 The Parties shall agree upon an addendum to Schedule 3.0 to reflect the schedule applicable to each new LATA requested by Cox; provided, however, that unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than forty-five (45) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of Cox's notice, BA and Cox shall confirm the BA-IP, the Cox-IP and the Interconnection Activation Date for the new LATA by attaching an addendum to Schedule 3.0.

4.5 Interconnection Points for Different Types of Traffic Each Party shall make available Interconnection Points and facilities for routing of traffic from those Interconnection Points as designated in Schedule 4.5. Any additional traffic that is not covered in Schedule 4.5 shall be subject to separate negotiations between the Parties, except that (i) either Party may deliver traffic of any type or character to the other Party for termination as long as the delivering Party pays the receiving Party's then current Switched Exchange Access rates for such traffic, and (ii) upon a bona fide request from either Party, the Parties will exercise all reasonable efforts to conclude an agreement covering the exchange of such traffic.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic Section 5 prescribes parameters for trunk groups (the "Traffic Exchange Trunks") to be effected over the Interconnections specified in Section 4 for the transmission and routing of Local Traffic, Transit Traffic, translated LEC IntraLATA 800/888 traffic, InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 Trunk Group Connections and Ordering

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-1 level or higher. Higher speed connections shall be made, when and where available, in accordance with the Joint Implementation and Grooming Process prescribed in Section 10. Ancillary Traffic trunk groups may be made below a DS-1 level, as may be agreed to by the Parties.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

5.3 Additional Switching System Hierarchy and Trunking Requirements

5.3.1 For purposes of routing Cox traffic to BA, the subtending arrangements between BA Tandem Switches and BA End Office Switches shall be the same as the Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers' traffic. For purposes of routing BA traffic to Cox, the subtending arrangements between Cox Tandem Switches (or functional equivalent) and Cox End Office Switches (or functional

equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which Cox maintains for the routing of its own or other carriers' traffic.

5.4 Signaling

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 17 below.

5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Implementation and Grooming Process as set forth in Section 10.

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on each call carried over the Traffic Exchange Trunks at such time as the originating switch is equipped for SS7 and from all switches no later than December 31, 1998. At such time as either Party has the ability, as the Party receiving the traffic, to use such CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic termination rates, Intrastate Exchange Access rates, or Interstate Exchange Access rates applicable to each minute of Traffic for which CPN is passed, as provided in Exhibit A and applicable Tariffs.

5.6.2 If, under the circumstances set forth in subsection 5.6.1, the originating Party does not pass CPN on up to ten percent (10%) of calls, the receiving Party shall bill the originating Party the Local Traffic termination rates, Intrastate Exchange Access rates, Intrastate/Interstate Transit Traffic rates, or Interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, for which CPN is passed. For the remaining up to ten percent (10%) of calls without CPN information, the receiving Party shall bill the originating Party for such traffic as Local Traffic termination rates, Intrastate Exchange Access rates, Intrastate/Interstate Transit Traffic rates, or Interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.6.3 If the originating Party does not pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, it will supply an auditable Percent Local Use ("PLU") report quarterly, based on the previous three months' traffic, and applicable to the following three months. If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the same trunk group, it will supply an auditable Percent Interstate Use ("PIU") report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing PLU

and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon interim period.

5.6.4 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds.

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

Reciprocal Compensation arrangements address the transport and termination of Local Traffic. BA's delivery of Traffic to Cox that originated with a third carrier is addressed in subsection 7.3. Where Cox delivers Traffic (other than Local Traffic) to BA, except as may be set forth herein or subsequently agreed to by the Parties, Cox shall pay BA the same amount that such carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by Cox. Compensation for the transport and termination of traffic not specifically addressed in this subsection 5.7 shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic. BA shall provide notice to Cox of any BA filing to the Commission that would alter the classification of particular traffic as Local or IntraLATA Toll Traffic.

5.7.1 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.7.2 The Parties shall compensate each other for the transport and termination of Local Traffic in an equal and symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto). Until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations, the rates set forth in Exhibit A shall be applied as interim rates as more fully described in Exhibit A and subsection 20.1.2 below. These rates (interim and permanent) are to be applied at the Cox-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by Cox. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BA-IP or the Cox-IP, except as set forth in Exhibit A. When Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the Toll Traffic shall be prorated to be applied only to the Toll Traffic.

5.7.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.

5.7.4 Compensation for transport and termination of all Traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 14 shall be as specified in subsection 14.5.

5.7.5 The designation of Traffic as Local or Toll for purposes of compensation shall be based on the actual originating and terminating points of the complete end-to-end call, regardless of the carrier(s) involved in carrying any segment of the call.

5.7.6 Each Party reserves the right to measure and audit all Traffic, up to a maximum of two audits per calendar year, to ensure that proper rates are being applied appropriately, provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any such audit.

5.7.7 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g. collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Virginia in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between Telephone Exchange Service Customers of a Party and Interexchange Carriers ("Access Toll Connecting Trunks") in any case where such Party elects to have its End Office Switch subtend a Tandem of the other Party. This includes casually-dialed (10XXX and 101XXXX) traffic.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 Either Party may establish Access Toll Connecting Trunks by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from such Party's Customers.

6.2.2 Access Toll Connecting Trunks of either Party shall be used solely for the transmission and routing of Exchange Access to allow such Party's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to a Tandem of the other Party.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch Cox or BA utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to a Tandem the other Party utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which Cox or BA Tandem(s) will be subtended by an End Office Switch of the other Party. To the extent a Party elects to subtend the Tandem of the other Party, it shall subtend the Tandem that would have served the same Rate Center Area on the other Party's network. Alternative configurations may be discussed as part of the Joint Implementation and Grooming Process.

6.3 Meet-Point Billing Arrangements

6.3.1 Cox and BA will establish Meet-Point Billing arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and BA's Virginia Tariff Number 217, Section 2.4.8. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by the other Party.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA/Cox End Office Switches or serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the BA-IP or Cox-IP in the LATA, unless otherwise agreed to by the Parties.

6.3.4 Cox and BA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party.

6.3.6 The rate elements to be billed by each Party are as set forth in Schedule 6.3. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/BA or Cox serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 6.3.17 below.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

6.3.8 The Party providing the Tandem switching service shall provide the other Party with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.3.9 The Party providing the End Office switching service shall provide the other Party with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.3.10 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 above shall be sent to the following addresses:

To Cox:
Wes Neal
Marketing Manager
Cox Fibernet Commercial Services, Inc.
4585 Village Avenue
Norfolk, Virginia 23502

To BA:
Richmond RAO
3011 Hungary Spring Road
Attention Tape File Room - 300
Richmond, Virginia 23228

Either Party may change its address for receiving usage data by notifying the other Party in writing.

6.3.11 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

6.3.12 Errors may be discovered by Cox, the IXC or BA. Each Party agrees to provide the other Party with notification of any errors it discovers within two (2) business days of the date of such discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs of the review or audit shall be borne by the requesting Party. The Party being audited shall bear the cost of complying with the audit. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

6.3.14 Nothing contained in this subsection 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff).

6.3.15 The Parties shall not charge one another for the services rendered or information provided pursuant to this subsection 6.3.

6.3.16 MPB will apply for all traffic bearing the 500, 900, 800/888 (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.

6.3.17 In the event Cox determines to offer Telephone Exchange Services in another LATA in which BA operates a Tandem Switch, BA shall permit and enable Cox to subtend the BA Tandem Switch(es) designated for the BA End Offices in the area where the Cox Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Rating Point/serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{Initial Billing Company's Billing Percentage}$$

and

$$b / (a + b) = \text{Subsequent Billing Company's Billing Percentage}$$

where:

a = the airline mileage between the Rating Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the serving Wire Center and the actual point of interconnection for the MPB arrangement.

Cox shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 4.4.1 above. Within ten (10) business days of Cox's delivery of notice to BA, BA and Cox shall confirm the new Rating Point/BA serving Wire Center combination and billing percentages. Nothing in this subsection 6.3.17 shall be construed to limit Cox's ability to select to interconnect with BA in additional LATAs by means of Interconnection at a Local Serving Wire Center, to the extent that such Interconnection is permitted under this Agreement.

6.3.18 Within thirty (30) days of a request by either Party, the other Party agrees to notify all switched access users with a Carrier Identification Code in a LATA in which the Parties have newly established Interconnection arrangements pursuant to this Agreement that BA and Cox have entered in a Meet Point Billing arrangement.

6.4 800/888 Traffic

The following terms shall apply when either Party delivers 800/888 calls to the other Party for completion.

6.4.1 When Cox delivers translated 800/888 calls to BA for completion

(a) to an IXC, Cox shall:

(i) Provide a MPB record in an industry standard format to BA; and

(ii) Bill the IXC the appropriate Cox query charge associated with the call.

(b) as an IntraLATA call to BA or another LEC in the LATA, Cox shall:

(i) Provide a copy record in an industry standard format to BA or the terminating LEC;

(ii) Submit the call records to ITORP for payment by BA or the LEC that is the 800/888 service provider of Cox's and any intermediate LEC's Tariffed Exchange Access charges and query charges.

6.4.2 When BA delivers translated 800/888 calls originated by BA's or another LEC's Customers to Cox for completion

(a) to Cox in its capacity as an IXC, BA shall:

(i) Bill Cox the appropriate BA query charge associated with the call; and

(ii) Bill Cox the appropriate FGD Exchange Access charges associated with the call.

(b) as an IntraLATA call to Cox in its capacity as a LEC,

(i) the originating LEC shall submit the appropriate call records to BA for processing under the IntraLATA Toll Originating Responsibility Plan ("ITORP") for payment by Cox of BA's (and another LEC's, if appropriate) tariffed Exchange Access charges; and

(ii) Cox shall pay the originating LEC's appropriate query charge associated with the call.

6.4.3 The settlement of all IntraLATA 800/888 calls exchanged pursuant to this subsection 6.4 shall be in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

The following provisions shall apply only to Cox-originated Information Services Traffic directed to an information services platform connected to BA's network. At such time as Cox connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for BA-originated Information Services Traffic.

7.1.1 Cox shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to BA's network. In the event Cox exercises such option, Cox will establish a dedicated trunk group to the BA information services serving switch. This trunk group will be utilized to allow Cox to route Information Service Traffic originated on its network to BA.

7.1.2 Cox shall provide an Electronic File Transfer or monthly magnetic tape containing recorded call detail information to BA.

7.1.3 BA shall provide to Cox via Electronic File Transfer or magnetic tape or other means as available all necessary information to rate the Information Services Traffic to Cox's Customers pursuant to the BA's agreements with each information services provider. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual information services providers.

7.1.4 Cox shall bill and collect such information services provider charges and remit the amounts collected to BA less:

(a) The Information Services Billing and Collection fee set forth in Exhibit A; and

(b) An uncollectibles reserve calculated based on the uncollectibles reserve in BA's billing and collection agreement with the applicable information services provider; and

(c) Customer adjustments provided by Cox.

Cox shall provide to BA sufficient information regarding uncollectibles and Customer adjustments to allow BA to pass through the adjustments to the information services provider, and BA shall pass through such adjustments. However, if the information services provider